

Fill in this information to identify your case:

United States Bankruptcy Court for the:

Northern District of California

Case number (if known): _____ Chapter you are filing under:

☐ Chapter 7

☒ Chapter 11

☐ Chapter 12

☐ Chapter 13

Northern District of California

Chapter you are filing under:

- ☐ Chapter 7
☒ Chapter 11
☐ Chapter 12
☐ Chapter 13

☐ Check if this is an amended filing

Voluntary Petition for Non-Individuals Filing for Bankruptcy

02/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

2. All other names debtor used in the last 8 years	La Quinta Inn & Suites
	Quality Inn

Include any assumed names,
trade names, and *doing business*
as names

Quality Inn

3. Debtor's federal Employer Identification Number (EIN) 46-4734847

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business

Number	Street
--------	--------

Number	Street
--------	--------

City	State	ZIP Code
------	-------	----------

P.O. Box

City _____ State _____ ZIP Code _____

County

Location of principal assets, if different from principal place of business

Number	Street
--------	--------

City	State	ZIP Code
------	-------	----------

6. **Type of debtor** ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)☐ Other. Specify:

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.
See <http://www.naics.com/search/>.

7011

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
☐ Chapter 9

☒ Chapter 11. Check all that apply:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

☒ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY
District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☒ No

☐ Yes. Debtor _____ Relationship _____
District _____ When _____
MM / DD / YYYY
Case number, if known _____

List all cases. If more than 1, attach a separate list.

11. Why is the case filed in *this district*?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- ☒ No
- ☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- ☐ It needs to be physically secured or protected from the weather.
- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- ☐ Other _____

Where is the property?

Number _____ Street _____

City _____ State _____ ZIP Code _____

Is the property insured?

- ☐ No
- ☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input checked="" type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input checked="" type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor Hansaben Investments, LLC, a California Limited Liability Company
Name

Case number (if known) _____

16. Estimated liabilities

- | | | |
|--|--|--|
| <input type="checkbox"/> \$0-\$50,000 | <input checked="" type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/25/2022
MM / DD / YYYY

X /s/ Hitesh Patel

Signature of authorized representative of debtor

Hitesh Patel

Printed name

Title Manager of Hansaben Investments LLC

18. Signature of attorney

X /s/ Thomas Willoughby

Signature of attorney for debtor

Date 05/25/2022
MM / DD / YYYY

Thomas Willoughby

Printed name

Felderstein Fitzgerald Willoughby Pascuzzi & Rios LLP

Firm name

500 Capitol Mall #2250

Number Street

Sacramento

City

CA

State

95814

ZIP Code

916-329-7400

Contact phone

twilloughby@ffwplaw.com

Email address

137597

Bar number

CA

State

**WRITTEN CONSENT
OF THE MANAGER OF
HANSABEN INVESTMENT, LLC
a California Limited Liability Company**

May 23, 2022

The undersigned, as the Manager of Hansaben Investments, LLC, a California limited liability company (the “**Company**”), acting by the authority designated by the Company’s Operating Agreement, a true and correct copy of which is attached as Exhibit 1, does hereby consent to the adoption of the following resolutions and agrees that such resolutions shall have the same force and effect as if they were approved and adopted by all the members of the Company.

WHEREAS, the Manager has reviewed the historical performance of the Company, the market for the Company’s services and the current and long-term liabilities of the Company as of the date hereof;

WHEREAS, the Manager has been monitoring the performance of the Company and exploring various alternatives for the Company in connection with its relationship with its creditors;

WHEREAS, the Manager has determined that it is advisable and in the best interests of the Company, its creditors, its owners/members, and other interested parties that a voluntary petition (the “**Bankruptcy Case**”) be filed by the Company under the provisions of Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”);

WHEREAS, the Manager has determined that it is advisable and in the best interests of the Company, its creditors, its owners/members and other interested parties that the Company file all petitions, motions, declarations, schedules, lists, and other papers or documents necessary or proper to obtain relief under the Bankruptcy Case (the “**Bankruptcy Petitions**”); and

WHEREAS, the Manager has determined that it is advisable and in the best interests of the Company, its creditors, its owners/members and other interested parties that the Company take any and all actions necessary or proper to obtain relief under the Bankruptcy Case, including retaining any and all assistance by legal counsel, financial advisers, accountants and/or other professionals and to take any and all action necessary and proper in connection with the Bankruptcy Case, with a view to the successful prosecution of such case (collectively, the “**Bankruptcy Actions**”);

NOW, THEREFORE, BE IT RESOLVED, that (i) the filing, execution, negotiation, delivery and performance of the Bankruptcy Petitions and the Bankruptcy Actions on behalf of the Company be, and hereby is, approved, confirmed and ratified, and (ii) the Manager and anyone acting under the authority of the Manager (the “**Authorized Representatives**”) be, and each of them acting alone hereby is, authorized, empowered and directed, in the name of and on behalf of the Company, to execute, deliver and perform the Bankruptcy Petitions, the Bankruptcy Actions and such other ancillary agreements, documents and certificates as the Authorized Officer executing the same determines is necessary or appropriate;

RESOLVED FURTHER, that all acts lawfully done, or actions lawfully taken by the Authorized Representatives of the Company to seek relief under the Bankruptcy Code or in connection with the Bankruptcy Case, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

RESOLVED FURTHER, that the Authorized Representatives of the Company are authorized and directed to engage legal counsel, financial advisers, accountants and/or other professionals, execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the Bankruptcy Case and to cause to be filed an appropriate application for authority to retain the services of legal counsel, financial advisers, accountants and/or other professionals to the Company in furtherance of the Company's objectives pursuant to the Bankruptcy Case.

GENERAL AUTHORIZATION

RESOLVED FURTHER, that the Authorized Representatives, and any Authorized Representative acting alone, be, and each of them acting alone hereby is, authorized, empowered and directed, in the name of and on behalf of the Company, to execute and deliver any and all other agreements, certificates, deeds, instruments, petitions, motions, declarations or other documents required to be filed or entered into or contemplated by the foregoing resolutions, including any certificates, and to do or cause to be done any and all further acts and things which any such Authorized Representative(s) may deem necessary, advisable or appropriate in connection with the execution, delivery and performance of the Bankruptcy Petitions and the Bankruptcy Actions;

RESOLVED FURTHER, that the consummation of the actions contemplated by the foregoing resolutions and the execution and delivery by the Authorized Representative, and any Authorized Representative acting alone, of any document, agreement, certificate or instrument and the doing by such Authorized Representative(s) of any act in connection with the foregoing shall conclusively establish his or her authority to do so on behalf of the Company;

RESOLVED FURTHER, that any and all actions heretofore taken by the Authorized Representatives, and any Authorized Representative acting alone, in connection with the matters contemplated by the foregoing resolutions be, and they hereby are, approved, ratified and confirmed in all respects as fully as if such actions had been presented for approval prior to such actions being taken; and

RESOLVED FURTHER, that this consent may be executed in one or more counterparts, and each counterpart shall be deemed an original together constituting one instrument.

IN WITNESS WHEREOF, the undersigned, being Manager of the Company, has executed this document on and as of the date first set forth above.

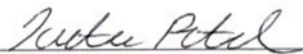

Hitesh Patel

Exhibit 1

OPERATING AGREEMENT for HANSABEN INVESTMENTS, LLC

This Operating Agreement is entered into as of February 10, 2014, by Hitesh Patel, as Managing Member, and Bhavesh Patel and Reena Patel (referred to individually as a Member).

A. The Members desire to form a limited liability company (Company) under the Beverly-Killea Limited Liability Company Act. The members are in agreement that the LLC will be formed to operate hotel at 316 Pittman Road, Fairfield, CA, US, 94534

This LLC, **Hansaben Investments, LLC**, will then be the owner of the property.

B. The Members enter into this Operating Agreement in order to form and provide for the governance of the Company and the conduct of its business and to specify their relative rights and obligations.

NOW THEREFORE, the Members hereby agree as follows:

ARTICLE I: DEFINITIONS

The following capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement and when not so defined shall have the meanings set forth in California Corporations Code section 17001.

1.1. "Act" means the Beverly-Killea Limited Liability Company Act (California Corporations Code sections 17000-17705), including amendments from time to time.

1.2. "Agreement" means this operating agreement, as originally executed and as amended from time to time.

1.3. "Articles of Organization" is defined in California Corporations Code section 17001(b), as applied to this Company.

1.4. "Assignee" means a person who has acquired a Member's Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

1.5. "Assigning Member" means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

1.6. "Capital Account" means, as to any Member, a separate account maintained and adjusted in accordance with Article III, Section 3.3.

1.7. "Capital Contribution" means, with respect to any Member, the amount of the money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take "subject to" under IRC section 752) in consideration of a Percentage Interest held by such

Member. A Capital Contribution shall not be deemed a loan.

1.8. “Capital Event” means a sale or disposition of any of the Company’s capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

1.9. “Code” or “IRC” means the Internal Revenue Code of 1986, as amended, and any successor provision.

1.10. “Company” means the company named in Article II, Section 2.2.

1.11. “Economic Interest” means a Person’s right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management.

1.12. “Encumber” means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

1.13. “Encumbrance” means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

1.14. “Gross Asset Value” means, with respect to any item of property of the Company, the item’s adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to the Company shall be the fair market value of such property, as mutually agreed by the contributing Member and the Company; and

(b) The Gross Asset Value of any item of Company property distributed to any Member shall be the fair market value of such item of property on the date of distribution, as mutually agreed by the distributee Member and the Company.

1.15. “Initial Member” or “Initial Members” means those Persons whose names are set forth in the first sentence of this Agreement. A reference to an “Initial Member” means any of the Initial Members.

1.16. “Involuntary Transfer” means, with respect to any Membership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

- 1.17. “Losses.” See “Profits and Losses.”
- 1.18. “Majority of Members” means a Member or Members whose Percentage Interests represent more than 50 percent of the Percentage Interests of all the Members.
- 1.19. “Meeting” is defined in Article V, Section 5.2.
- 1.20. “Member” means an Initial Member or a Person who otherwise acquires a Membership Interest, as permitted under this Agreement, and who remains a Member.
- 1.21. “Notice” means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender’s account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.
- 1.22. “Percentage Interest” means a fraction, expressed as a percentage, the numerator of which is the total of a Member’s Capital Account and the denominator of which is the total of all Capital Accounts of all Members.
- 1.23. “Person” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.
- 1.24. “Profits and Losses” means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with IRC section 703(a).
- 1.25. “Proxy” has the meaning set forth in the first paragraph of California Corporations code section 17001(ai). A Proxy may not be transmitted orally.
- 1.26. “Regulations” (“Reg”) means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.
- 1.27. “Substituted Member” is defined in Article VIII, Section 8.8.
- 1.28. “Successor in Interest” means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

1.29. “Transfer” means, with respect to a Membership Interest, or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of a Membership Interest or any element of such a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement. 1.30. “Triggering Event” is defined in Article VIII, Section 8.3.

1.31. “Vote” means a written consent or approval, a ballot cast at a Meeting, or a voice vote.

1.32. “Voting Interest” means, with respect to a Member, the right to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, except as limited by the provisions of this Agreement. A Member’s Voting Interest shall be directly proportional to that Member’s Percentage Interest.

ARTICLE II: ARTICLES OF ORGANIZATION

2.1. Promptly following execution of this Agreement, the Members shall cause Articles of Organization, in the form attached to this Agreement as Exhibit A, to be filed with the California Secretary of State.

2.2. The name of the Company shall be Hansaben Investments, LLC.

2.3. The principal executive office of the Company shall be at 458 33rd Avenue, San Francisco, CA 94121, or such other place or places as may be determined by the Members from time to time.

2.4. The initial agent for service of process on the Company shall be Michael Heath at 3251 Steiner Street, San Francisco, California 94123. A Majority of Members may from time to time change the Company’s agent for service of process.

2.5. The LLC may engage in any lawful business permitted by the act or the jurisdiction in which the LLC may do business. The LLC shall have the authority to do all things necessary or convenient to accomplish its purposes and operate its business.

2.6. The term of existence of the Company shall commence on the effective date of filing of Articles of Organization with the California Secretary of State and is intended to be effective into perpetuity and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.7. Hitesh Patel shall be the manager of the company and the authorized signors on any and all bank accounts opened by the Limited Liability Company.

2.8. A failure to observe the formalities or requirements of this agreement, the Articles, of the Act shall not be grounds for imposing personal liability on the Members or

Managers for any and all liabilities of the LLC.

2.9 The LLC shall be governed exclusively by its terms and California law.

2.10 All LLC property shall be owned by the LLC as an entity and no member shall have any ownership interest in such property in the Member's individual name or right, and each Member's interest in the LLC shall be personal property for all purposes. Except as otherwise provided in the agreement, the LLC shall own all LLC property in the name of the LLC and not in the name or names of any Member or Members.

ARTICLE III: CAPITALIZATION

3.1. Each Member shall contribute to the capital of the Company as the Member's Capital Contribution the money and property specified in Exhibit A to this Agreement. The Fair Market Value of each item of contributed property as agreed between the Company and the Member contributing such property is set forth in Exhibit B. Unless otherwise agreed in writing by all Members, no Member shall be required to make additional Capital Contributions.

3.2. If a Member fails to make a required Capital Contribution within 30 days after the effective date of this Agreement, that Member's entire Membership Interest shall terminate and that Member shall indemnify and hold the Company and the other Members harmless from any loss, cost, or expense, including reasonable attorney fees caused by the failure to make such Capital Contribution.

3.3. An individual Capital Account shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of Profits, (2) decreased by that Member's share of Losses, and (3) adjusted as required in accordance with applicable provisions of the Code and Regulations.

3.4. A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property from the Company except as provided in this Agreement.

3.5. No interest shall be paid on funds or property contributed to the capital of the Company or on the balance of a Member's Capital Account.

3.6. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company except as otherwise provided in the Act or in this Agreement.

3.7. No Member shall have priority over any other Member, with respect to the return of a Capital Contribution, or distributions or allocations of income, gain, losses, deductions, credits, or items thereof.

ARTICLE IV: ALLOCATIONS AND DISTRIBUTIONS

4.1. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, to a Member in accordance with the Member's Percentage Interest.

4.2. If any Member unexpectedly receives any adjustment, allocation, or distribution described in Reg sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company gross income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Reg sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.3. Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be deemed to be Profits or Losses realized by the Company immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Members' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Members to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the Fair Market Value of such property and the Company's basis for such property.

4.4. In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.5. All cash resulting from the normal business operations of the Company and from a Capital Event shall be distributed among the Members in proportion to their Percentage Interests at such times as the Members may agree.

4.6. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of such property shall be as determined by the Members. Such non-cash proceeds shall then be allocated among all the Members in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Member in accordance with Section 4.5.

4.7. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items

of income and loss first shall be allocated to the Members' Capital Accounts under this Article IV, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

ARTICLE V: MANAGEMENT

5.1. Hitesh Patel shall manage the business of the Company. The managers shall have all power and authority necessary to run the Company. The members agree that the managers' power shall include the power to borrow money, the power to buy and sell real property, the power to make loans and the power to buy and sell company property.

5.2. The Members are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Members, provided that all Members are consulted (although all Members need not be present during a particular consultation), or by a written consent signed by a Majority of Members. In the event that Members wish to hold a formal meeting (a "Meeting") for any reason, the following procedures shall apply:

(1) Any two Members may call a Meeting of the Members by giving Notice of the time and place of the Meeting at least 48 hours prior to the time of the holding of the Meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Company.

(2) A majority of Members shall constitute a quorum for the transaction of business at any Meeting of the Members.

(3) The transactions of the Members at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Member not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

(4) Any action required or permitted to be taken by the Members under this Agreement may be taken without a Meeting if a Majority of the Members individually or collectively consent in writing to such action.

(5) Members may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Members participating in the Meeting can hear one another.

(6) The Members shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

5.3. The Members, as such, shall not be entitled to compensation for their services.

5.4. The Company may have a President, who may, but need not be a Member. A Majority of the Members may provide for additional officers of the Company and for their election, and may alter the powers, duties, and compensation of the President and of all other officers. The President, if there is one, shall attend any Meetings of Members called pursuant to Section 5.2(1)-(6).

5.5. All assets of the Company, whether real or personal, shall be held in the name of the Company.

5.6. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as shall be determined by a Majority of Members. Withdrawal from such accounts shall require the signature of such person or persons as a Majority of Members may designate.

ARTICLE VI: ACCOUNTS AND RECORDS

6.1. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying by each Member or the Member's authorized representatives on reasonable Notice during normal business hours. The costs of such inspection and copying shall be borne by the Member.

6.2. Financial books and records of the Company shall be kept on the cash method of accounting, which shall be the method of accounting followed by the Company for federal income tax purposes. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

6.3. At all times during the term of existence of the Company, and beyond that term if a Majority of the Members deem it necessary, the Members shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

(a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution and the share in Profits and Losses of each Member;

(b) A copy of the Articles of Organization, as amended;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;

(d) Executed counterparts of this Agreement, as amended;

(e) Any powers of attorney under which the Articles of Organization or any amendments thereto were executed;

(f) Financial statements of the Company for the six most recent fiscal years; and

(g) The Books and Records of the Company as they relate to the Company's internal affairs for the current and past four fiscal years.

If a Majority of Members deem that any of the foregoing items shall be kept beyond the term of existence of the Company, the repository of said items shall be as designated by a Majority of Members.

6.4. Within 90 days after the end of each taxable year of the Company the Company shall send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns, and a copy of the Company's federal, state, and local income tax or information returns for such year.

ARTICLE VII: MEMBERS AND VOTING

7.1. There shall be only one class of membership and no Member shall have any rights or preferences in addition to or different from those possessed by any other Member. Each Member shall Vote in proportion to the Member's Percentage Interest as of the governing record date, determined in accordance with Section 7.2. Any action that may or that must be taken by the Members shall be by a Majority of Members, except that the following actions shall all require the unanimous Vote of the Members:

(a) the transfer of a Membership Interest and the admission of the Assignee as a Member of the Company;

(b) any amendment of the Articles of Organization or this Agreement; or

(c) compromise of the obligation of a Member to make a Capital Contribution.

7.2. The record date for determining the Members entitled to Notice of any Meeting, to vote, to receive any distribution, or to exercise any right in respect of any other lawful action, shall be the date set by a Majority of Members, provided that such record date shall not be more than 60, nor less than 10 days prior to the date of the Meeting, nor more than 60 days prior to any other action.

In the absence of any action setting a record date the record date shall be determined in accordance with California Corporations Code section 17104(k).

7.3. At all Meetings of Members, a Member may Vote in person or by Proxy. Such proxy shall be filed with any Member before or at the time of the Meeting, and may be filed by

facsimile transmission to a Member at the principal executive office of the Company or such other address as may be given by a Majority of Members to the Members for such purposes.

ARTICLE VIII: TRANSFERS OF MEMBERSHIP INTERESTS

8.1. A Member may withdraw from the Company at any time by giving Notice of Withdrawal to all other Members at least 180 calendar days before the effective date of withdrawal. Withdrawal shall not release a Member from any obligations and liabilities under this Agreement accrued or incurred before the effective date of withdrawal. A withdrawing Member shall divest the Member's entire Membership Interest before the effective date of withdrawal in accordance with the transfer restrictions and option rights set forth below.

8.2. Except as expressly provided in this Agreement, a Member shall not Transfer any part of the Member's Membership Interest in the Company, whether now owned or hereafter acquired, unless (1) the other Members unanimously approve the transferee's admission to the Company as a Member upon such Transfer and (2) the Membership Interest to be transferred, when added to the total of all other Membership Interests transferred in the preceding 12 months, will not cause the termination of the Company under the Code. No Member may Encumber or permit or suffer any Encumbrance of all or any part of the Member's Membership Interest in the Company unless such Encumbrance has been approved in writing by all the other Members. Any Transfer or Encumbrance of a Membership Interest without such approval shall be void. Notwithstanding any other provision of this Agreement to the contrary, a Member who is a natural person may transfer all or any portion of his or her Membership Interest to any revocable trust created for the benefit of the Member, or any combination between or among the Member, the Member's spouse, and the Member's issue; provided that the Member retains a beneficial interest in the trust and all of the Voting Interest included in such Membership Interest. A transfer of a Member's entire beneficial interest in such trust or failure to retain such Voting Interest shall be deemed a Transfer of a Membership Interest.

8.3. On the happening of any of the following events (Triggering Events) with respect to a Member, the Company and the other Members shall have the option to purchase all or any portion of the Membership Interest in the Company of such Member (Selling Member) at the price and on the terms provided in Section 8.7 of this Agreement:

- (a) the death or incapacity of a Member;
- (b) the bankruptcy of a Member;
- (c) the winding up and dissolution of a corporate Member, or merger or other corporate reorganization of a corporate Member as a result of which the corporate Member does not survive as an entity;
- (d) the withdrawal of a Member; or
- (e) except for the events stated in Section 8.4, the occurrence of any other event that is, or that

would cause, a Transfer in contravention of this Agreement.

Each Member agrees to promptly give Notice of a Triggering Event to all other Members.

8.4. Notwithstanding any other provisions of this Agreement:

(a) If, in connection with the divorce or dissolution of the marriage of a Member, any court issues a decree or order that transfers, confirms, or awards a Membership Interest, or any portion thereof, to that Member's spouse (an Award), then, notwithstanding that such transfer would constitute an unpermitted Transfer under this Agreement, that Member shall have the right to purchase from his or her former spouse the Membership Interest, or portion thereof, that was so transferred, and such former spouse shall sell the Membership Interest or portion thereof to that Member at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the Award (the Expiration Date), the Company and the other Members shall have the option to purchase from the former spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the Award.

(b) If, by reason of the death of a spouse of a Member, any portion of a Membership Interest is transferred to a Transferee other than (1) that Member or (2) a trust created for the benefit of that Member (or for the benefit of that Member and any combination between or among the Member and the Member's issue) in which the Member is the sole Trustee and the Member, as Trustee or individually possesses all of the Voting Interest included in that Membership Interest, then the Member shall have the right to purchase the Membership Interest or portion thereof from the estate or other successor of his or her deceased spouse or Transferee of such deceased spouse, and the estate, successor, or Transferee shall sell the Membership Interest or portion thereof at the price set forth in Section 8.7 of this Agreement. If the Member has failed to consummate the purchase within 180 days after the date of death (the Expiration Date), the Company and the other Members shall have the option to purchase from the estate or other successor of the deceased spouse the Membership Interest or portion thereof pursuant to Section 8.5 of this Agreement; provided that the option period shall commence on the later of (1) the day following the Expiration Date, or (2) the date of actual notice of the death.

8.5. On the receipt of Notice by the other Members as contemplated by Section 8.1, and on receipt of actual notice of any Triggering Event (the date of such receipt is hereinafter referred to as the "Option Date"), the Manager(s) shall promptly give notice of the occurrence of such a Triggering Event to each member, and the Company shall have the option, for a period ending 30 calendar days following the determination of the purchase price as provided in Section 8.7, to purchase the Membership Interest in the Company to which the option relates, at the price and on the terms provided in Section 8.7, and the other Members, pro rata in accordance with their prior Membership Interests in the Company, shall then have the option, for a period of 30 days thereafter, to purchase the Membership Interest in the Company not purchased by the Company, on the same terms and conditions as apply to the Company. If all other Members do not elect to purchase the entire remaining Membership Interest in the Company, then the Members electing

to purchase shall have the right, pro rata in accordance with their prior Membership Interest in the Company, to purchase the additional Membership Interest in the Company available for purchase. The transferee of the Membership Interest in the Company that is not purchased shall hold such Membership Interest in the Company subject to all of the provisions of this Agreement.

8.6. No Member shall participate in any Vote or decision in any matter pertaining to the disposition of that Member's Membership Interest in the Company under this Agreement.

8.7. The purchase price of the Membership Interest that is the subject of an option under this Agreement shall be the Fair Market Value of such Membership Interest as determined under this Section 8.7. Each of the selling and purchasing parties shall use his, her, or its best efforts to mutually agree on the Fair Market Value. If the parties are unable to so agree within 30 days of the date on which the option is first exercisable (the Option Date), the selling party shall appoint, within 40 days of the Option Date, one appraiser, and the purchasing party shall appoint within 40 days of the Option Date, one appraiser. The two appraisers shall within a period of five additional days, agree on and appoint an additional appraiser. The three appraisers shall, within 60 days after the appointment of the third appraiser, determine the Fair Market Value of the Membership Interest in writing and submit their report to all the parties. The Fair Market Value shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations, and the arithmetic mean of the remaining two appraisers' valuations shall be the Fair Market Value. Each purchasing party shall pay for the services of the appraiser selected by it, plus one-half of the fee charged by the third appraiser. The option purchase price as so determined shall be payable in cash.

8.8. Except as expressly permitted under Section 8.2, a prospective transferee (other than an existing Member) of a Membership Interest may be admitted as a Member with respect to such Membership Interest (Substituted Member) only (1) on the unanimous Vote of the other Members in favor of the prospective transferee's admission as a Member, and (2) on such prospective transferee's executing a counterpart of this Agreement as a party hereto. Any prospective transferee of a Membership Interest shall be deemed an Assignee, and, therefore, the owner of only an Economic Interest until such prospective transferee has been admitted as a Substituted Member.

8.9. Any person admitted to the Company as a Substituted Member shall be subject to all provisions of this Agreement.

8.10. The initial sale of Membership Interests in the Company to the initial Members has not been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. No attempt has been made to qualify the offering and sale of Membership Interests to Members under the California Corporate Securities Law of 1968, as amended, also in reliance upon an exemption from the requirement that a permit for issuance of securities be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal

securities law or unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with said opinion.

ARTICLE IX: DISSOLUTION AND WINDING UP

9.1. The Company shall be dissolved on the first to occur of the following events:

- (a) The written agreement of a Majority of Members to dissolve the Company.
- (b) The sale or other disposition of substantially all of the Company assets.
- (c) Entry of a decree of judicial dissolution pursuant to California Corporations Code section 27351.

9.2. On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Members who have not wrongfully dissolved the Company shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay outstanding loans to Members. If there are insufficient funds to pay such loans in full, each Member shall be repaid in the ratio that the Member's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members, including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.
- (c) Among the Members in accordance with the provisions of Article IV, Section 4.7.

9.3. Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, such Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement.

ARTICLE X: ARBITRATION

10.1. Any action to enforce or interpret this Agreement or to resolve disputes between the Members or by or against any Member shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive dispute

resolution process in the State of California, but arbitration shall be a nonexclusive process elsewhere. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. Arbitration shall be conducted in San Francisco, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE XI: GENERAL PROVISIONS

11.1. This Agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this Agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties. This Agreement replaces and supersedes all prior written and oral agreements by and among the Members or any of them.

11.2. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.3. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

11.4. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.5. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.

11.6. The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

11.7. Except as provided in this Agreement, no provision of this Agreement shall be construed to limit in any manner the Members in the carrying on of their own respective businesses or activities.

11.8. Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Member, in the Member's capacity as such, the agent of any other Member.

11.9. Each Member represents and warrants to the other Members that the Member has the capacity and authority to enter into this Agreement.

11.10. The article, section, and paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

11.11. This Agreement may be altered, amended, or repealed only by a writing signed by all of the Members.

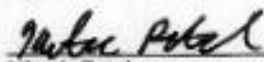
11.12. Time is of the essence of every provision of this Agreement that specifies a time for performance.

11.13. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

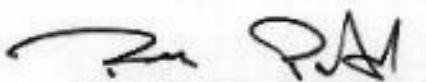
11.14. The Members intend the Company to be a limited liability company under the Act. No member shall take any action inconsistent with the express intent of the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the day and year first above written.

Date: 2/12/20


Hitesh Patel


Bhavesh Patel


Reena Patel

Fill in this information to identify the case:Debtor name Hansaben Investments, LLC, a California Limited Liability CompanyUnited States Bankruptcy Court for the: Northern District of California

Case number (If known): _____

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders****12/15**

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	City of Fairfield 1000 Webster Street Fairfield, CA, 94533						305,209.00
2	La Quinta Franchising 22 Sylvan Way Parsippany, NJ, 07054		Services				151,991.09
3	Wells Fargo SBL P O Box 29482 Phoenix, AZ, 85038-8650		Credit Card Debt				14,451.23
4	PG&E c/o Brian M Wong 77 Beal Street San Francisco, CA, 94105		Utility Services				6,248.00
5	Booking.com 8100 SW Nyberg Street, Suite 350 Lockbox 223067 Tualatin, OR, 97062		Services				2,265.87
6	Wells Fargo Business Elite Card P O Box 29482 Phoenix, AZ, 85038-8650		Credit Card Debt				1,520.03
7	City of Fairfield 1000 Webster Street Fairfield, CA, 94533		Utility Services				1,436.96
8	Telepacific Communications 515 Flower Street 47th Floor Los Angeles, CA, 90071		Telephone / Internet services				1,240.06

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Hd Supply Inc 800 Superior Avenue E PO BOX 6939 Cleveland, OH, 44114		Suppliers or Vendors				1,233.40
10	Comcast 9601 E Panarama Circle Englewood, CO, 80112		Cable / Satellite Services				924.07
11	Republic Services Inc 4101 William Richardson Drive South Bend, IN, 46628		Services				897.58
12	Ecolab Inc PO BOX 997300 Sacramento, CA, 95899-7300		Services				330.43
13	AT&T Corporation P.O. Box 62414 Baltimore, MD, 21264-2414		Telephone / Internet services				117.70
14							
15							
16							
17							
18							
19							
20							

Fill in this information to identify the case:

Debtor name Hansaben Investments, LLC, a California Limited Liability Company
United States Bankruptcy Court for the: Northern District of California
Case number (if known): _____ (State)

☐ Check if this is an amended filing

Official Form 206Sum**Summary of Assets and Liabilities for Non-Individuals**

12/15

Part 1: Summary of Assets**1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*\$ 9,850,000.00**1b. Total personal property:**Copy line 91A from *Schedule A/B*\$ 180,061.42**1c. Total of all property:**Copy line 92 from *Schedule A/B*\$ 10,030,061.42**Part 2: Summary of Liabilities****2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*\$ 7,841,855.17**3. Schedule E/F: Creditors Who Have Unsecured Claims** (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 6a of *Schedule E/F*\$ 0.00**3b. Total amount of claims of nonpriority amount of unsecured claims:**Copy the total of the amount of claims from Part 2 from line 6b of *Schedule E/F*+\$ 488,534.50**4. Total liabilities**
Lines 2 + 3a + 3b\$ 8,330,389.67

Fill in this information to identify the case:Debtor name Hansaben Investments, LLC, a California Limited Liability CompanyUnited States Bankruptcy Court for the: Northern District of California

Case number (if known): _____

☐ Check if this is an amended filing**Official Form 206A/B****Schedule A/B: Assets — Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.
- ☒ Yes. Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor**Current value of debtor's interest****2. Cash on hand**\$ 0.00**3. Checking, savings, money market, or financial brokerage accounts (Identify all)**

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	
3.1. Wells Fargo Bank - Balance as of May 20, 2022	Checking	5 0 5 5	\$ 3,897.67
3.2. Wells Fargo Bank	Savings	8 5 0 4	\$ 0.00

4. Other cash equivalents (Identify all)

4.1. _____ \$ _____

4.2. _____ \$ _____

5. Total of Part 1

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$ 3,897.67**Part 2: Deposits and prepayments****6. Does the debtor have any deposits or prepayments?**

- ☐ No. Go to Part 3.
- ☒ Yes. Fill in the information below.

Current value of debtor's interest**7. Deposits, including security deposits and utility deposits**

Description, including name of holder of deposit

7.1. _____ \$ _____

7.2. _____ \$ _____

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment

8.1. The Hartford - Workers Compensation Insurance \$ 3,963.75

8.2. _____ \$ _____

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

\$ 3,963.75**Part 3: Accounts receivable****10. Does the debtor have any accounts receivable?**☒ No. Go to Part 4.☐ Yes. Fill in the information below.**Current value of debtor's interest****11. Accounts receivable**11a. 90 days old or less: _____ - _____ = →
face amount doubtful or uncollectible accounts \$ _____11b. Over 90 days old: _____ - _____ = →
face amount doubtful or uncollectible accounts \$ _____**12. Total of Part 3**

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$ _____

Part 4: Investments**13. Does the debtor own any investments?**☒ No. Go to Part 5.☐ Yes. Fill in the information below.**Valuation method used for current value****Current value of debtor's interest****14. Mutual funds or publicly traded stocks not included in Part 1**

Name of fund or stock:

14.1. _____ \$ _____

14.2. _____ \$ _____

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:

% of ownership:

15.1. _____ % _____ \$ _____

15.2. _____ % _____ \$ _____

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:

16.1. _____ \$ _____

16.2. _____ \$ _____

17. Total of Part 4

Add lines 14 through 16. Copy the total to line 83.

\$ _____

Part 5: Inventory, excluding agriculture assets**18. Does the debtor own any inventory (excluding agriculture assets)?**

- ☐ No. Go to Part 6.
- ☒ Yes. Fill in the information below.

General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials				
_____	MM / DD / YYYY	\$ _____	_____	\$ _____
20. Work in progress				
_____	MM / DD / YYYY	\$ _____	_____	\$ _____
21. Finished goods, including goods held for resale				
_____	MM / DD / YYYY	\$ _____	_____	\$ _____
22. Other inventory or supplies				
See Schedule A/B Part 5, Question 22 Attachment	05/12/2022		Estimated Purchase Value	22,200.00
_____	MM / DD / YYYY	\$ _____	_____	\$ _____
23. Total of Part 5				22,200.00
Add lines 19 through 22. Copy the total to line 84.				

24. Is any of the property listed in Part 5 perishable?

- ☒ No
- ☐ Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

- ☒ No
- ☐ Yes. Book value _____ Valuation method _____ Current value _____

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)**27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

- ☒ No. Go to Part 7.
- ☐ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops—either planted or harvested			
_____	\$ _____	_____	\$ _____
29. Farm animals <i>Examples: Livestock, poultry, farm-raised fish</i>			
_____	\$ _____	_____	\$ _____
30. Farm machinery and equipment (Other than titled motor vehicles)			
_____	\$ _____	_____	\$ _____
31. Farm and fishing supplies, chemicals, and feed			
_____	\$ _____	_____	\$ _____
32. Other farming and fishing-related property not already listed in Part 6			
_____	\$ _____	_____	\$ _____

33. **Total of Part 6.**

Add lines 28 through 32. Copy the total to line 85.

\$ _____

34. **Is the debtor a member of an agricultural cooperative?**

- ☐ No
☐ Yes. Is any of the debtor's property stored at the cooperative?
☐ No
☐ Yes

35. **Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?**

- ☐ No
☐ Yes. Book value \$ _____ Valuation method _____ Current value \$ _____

36. **Is a depreciation schedule available for any of the property listed in Part 6?**

- ☐ No
☐ Yes

37. **Has any of the property listed in Part 6 been appraised by a professional within the last year?**

- ☐ No
☐ Yes

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. **Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

- ☐ No. Go to Part 8.
☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture			
	\$ _____	_____	\$ _____
40. Office fixtures See Schedule A/B Part 7, Question 40 Attachment	\$ 84,476.00	Fair Market Value	\$ 150,000.00
41. Office equipment, including all computer equipment and communication systems equipment and software See Schedule A/B Part 7, Question 41 Attachment	\$ 9,770.00	Fair Market Value	\$ 0.00
42. Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			
42.1 _____	\$ _____	_____	\$ _____
42.2 _____	\$ _____	_____	\$ _____
42.3 _____	\$ _____	_____	\$ _____

43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$ 150,000.00

44. **Is a depreciation schedule available for any of the property listed in Part 7?**

- ☐ No
☒ Yes

45. **Has any of the property listed in Part 7 been appraised by a professional within the last year?**

- ☒ No
☐ Yes

Part 8: Machinery, equipment, and vehicles**46. Does the debtor own or lease any machinery, equipment, or vehicles?**

- ☒ No. Go to Part 9.
- ☐ Yes. Fill in the information below.

General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles			
47.1 _____	\$ _____	_____	\$ _____
47.2 _____	\$ _____	_____	\$ _____
47.3 _____	\$ _____	_____	\$ _____
47.4 _____	\$ _____	_____	\$ _____
48. Watercraft, trailers, motors, and related accessories Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels			
48.1 _____	\$ _____	_____	\$ _____
48.2 _____	\$ _____	_____	\$ _____
49. Aircraft and accessories			
49.1 _____	\$ _____	_____	\$ _____
49.2 _____	\$ _____	_____	\$ _____
50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)			
	\$ _____	_____	\$ _____
51. Total of Part 8. Add lines 47 through 50. Copy the total to line 87.			\$ _____

52. Is a depreciation schedule available for any of the property listed in Part 8?

- ☐ No
- ☐ Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

- ☐ No
- ☐ Yes

Part 9: Real property**54. Does the debtor own or lease any real property?**

- ☐ No. Go to Part 10.
- ☒ Yes. Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1 Land and Building Located at 316 Pittman Road Fairfield, CA		3,189,419.00 \$ _____	Fair Market Value	9,850,000.00 \$ _____
55.2		\$ _____	_____	\$ _____
55.3		\$ _____	_____	\$ _____

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

9,850,000.00
\$ _____**57. Is a depreciation schedule available for any of the property listed in Part 9?**

- ☐ No
- ☒ Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- ☒ No
- ☐ Yes

Part 10: Intangibles and intellectual property**59. Does the debtor have any interests in intangibles or intellectual property?**

- ☐ No. Go to Part 11.
- ☒ Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets	\$ _____	_____	\$ _____
61. Internet domain names and websites	\$ _____	_____	\$ _____
62. Licenses, franchises, and royalties La Quinta Franchise - Fairfield	27,000.00 \$ _____	2020 Tax Return	Unknown \$ _____
63. Customer lists, mailing lists, or other compilations Customer List	0.00 \$ _____	Franchiser may own	0.00 \$ _____
64. Other intangibles, or intellectual property	\$ _____	_____	\$ _____
65. Goodwill	\$ _____	_____	\$ _____

66. Total of Part 10.

Add lines 60 through 65. Copy the total to line 89.

0.00
\$ _____

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- ☐ No
☒ Yes

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- ☐ No
☒ Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- ☒ No
☐ Yes

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- ☐ No. Go to Part 12.
☒ Yes. Fill in the information below.

Current value of
debtor's interest

71. Notes receivable

Description (include name of obligor)

_____ — _____ = → \$ _____
Total face amount doubtful or uncollectible amount

72. Tax refunds and unused net operating losses (NOLs)

Description (for example, federal, state, local)

_____ Tax year _____ \$ _____
_____ Tax year _____ \$ _____
_____ Tax year _____ \$ _____

73. Interests in insurance policies or annuities

_____ \$ _____

74. Causes of action against third parties (whether or not a lawsuit has been filed)

_____ \$ _____

Nature of claim _____

Amount requested \$ _____

75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims

_____ \$ _____

Nature of claim _____

Amount requested \$ _____

76. Trusts, equitable or future interests in property

_____ \$ _____

77. Other property of any kind not already listed Examples: Season tickets, country club membership

Open loans between Patel Hotel Entities - unknown value, subject to CPA Review

_____ \$ Unknown

_____ \$ _____

78. Total of Part 11.

Add lines 71 through 77. Copy the total to line 90.

\$ 0.00

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

- ☒ No
☐ Yes

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1.</i>	\$ 3,897.67	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$ 3,963.75	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$ 0.00	
83. Investments. <i>Copy line 17, Part 4.</i>	\$ 0.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$ 22,200.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$ 0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$ 150,000.00	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$ 0.00	
88. Real property. <i>Copy line 56, Part 9.</i> ➔		\$ 9,850,000.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$ 0.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ \$ 0.00	
91. Total. Add lines 80 through 90 for each column. 91a.	\$ 180,061.42	+ 91b. \$ 9,850,000.00
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92. 10,030,061.42		\$ 10,030,061.42

Debtor: Hansaben Investments LLC
Schedule A/B Part 5, Question 22 Attachment

Inventory	Quantity	Value	
Sheets	180	\$	4,500.00
Fitted sheets	120	\$	2,640.00
Pillows	260	\$	3,120.00
Duvet	95	\$	1,900.00
Duvet Covers	92	\$	3,220.00
Soap	6 cases	\$	240.00
Shampoo	4 Cases	\$	120.00
Toilet Paper	4 Cases	\$	160.00
Irons	10	\$	250.00
Trash Liner	2 cases	\$	130.00
Bath Towels	180	\$	2,160.00
Hand Towels	210	\$	2,100.00
Wash Cloth	280	\$	1,120.00
Detegent	4 buckets	\$	320.00
Chemical cleaning	8 buckets	\$	220.00
			<hr/>
			<u>\$ 22,200.00</u>

Inventory taken on May 12, 2022 by Sarfraz Ahmed

Debtor: Hansaben Investments, LLC

Schedule A/B Part 7, Question 40 Attachment
Office Fixtures

Quote from American Hotel Register Co.
FF&E Solutions

Item Category	Spec#	Item Detail	Item Qty	UM	Unit Price	Ext Price
Appliances & Equipment						
		0 Refrigerator Appliance- 18 6"w x 24 9"h x 17.7"d;	60	ea	\$117.89	\$7,073.40
		0 Microwave Appliance- 17.3"l x 13.9"d x 10 2"h	60	ea	\$57.68	\$3,460.80
					TOTAL	\$10,534.20
Artwork						
		0 Bathroom Artwork	60	ea	\$40.13	\$2,407.80
		0 Artwork over Lounge Chair	58	ea	\$36.63	\$2,124.54
		0 Artwork over Sofa- 42"W x 27"H (Per site visit)	16	ea	\$52.82	\$845.12
		0 Artwork at Sidewall (1 of 4)	59	ea	\$28.00	\$1,652.00
		0 Artwork at Sidewall (2 of 4)	57	ea	\$31.25	\$1,781.25
		0 Artwork at Sidewall (3 of 4)	59	ea	\$34.50	\$2,035.50
		0 Artwork at Sidewall (4 of 4)	59	ea	\$35.50	\$2,094.50
		0 Artwork at Desk	58	ea	\$49.00	\$2,842.00
					TOTAL	\$15,782.71
Mirrors						
		0 Full Length Wall Mirror	60	ea	\$79.09	\$4,745.40
		0 Vanity Mirror - 4'-5" x 36"H (Confirmed on site visit)	56	ea	\$83.11	\$4,654.16
		0 ADA Vanity Mirror 4'W -3'H (Confirmed at site visit)	4	ea	\$81.22	\$324.88
					TOTAL	\$9,724.44
Bathroom Plumbing & Accessories						
		0 Tub Surround	59	ea	\$398.89	\$23,534.51
		0 Shower Surround	1	ea	\$513.33	\$513.33
					TOTAL	\$24,047.84
Bed Supports VL2 0						
		0 Queen Bed Base	30	ea	\$67.11	\$2,013.30
		0 Queen Bed Frame	2	ea	\$44.44	\$88.88
		0 King Bed Base	41	ea	\$73.50	\$3,013.50
		0 King Bed Frame	3	ea	\$47.44	\$142.32
					TOTAL	\$5,258.00
Bedding VL2 0						
		0 King Top Sheet	44	ea	\$62.40	\$2,745.60
		0 Queen Top Sheet	32	ea	\$60.89	\$1,948.48
		0 King Duvet Insert	44	ea	\$48.24	\$2,122.56
		0 Queen Duvet Insert	32	ea	\$42.35	\$1,355.20
		0 King Bed Boxspring Wrap	41	ea	\$44.71	\$1,833.11
		0 Queen Bed Boxspring Wrap	30	ea	\$42.06	\$1,261.80
		GST-103Q-B ADA King Bed Wrap	3	ea	\$46.76	\$140.28
		GST-104EK-B ADA Queen Bed Wrap	2	ea	\$44.12	\$88.24
					TOTAL	\$11,495.27
Mattresses VL2 0						
		0 King Mattress and Boxspring Set NEW SPEC	44	ea	\$514.00	\$22,616.00
		0 Queen Mattress and Boxspring Set- NEW SPEC	32	ea	\$390.00	\$12,480.00
					TOTAL	\$35,096.00
Casegoods VL2 0						
		0 King Headboard - Upholstered	44	ea	\$345.65	\$15,208.60
		0 Queen Headboard - Upholstered	32	ea	\$298.91	\$9,565.12
		0 Single Nightstand	88	ea	\$145.65	\$12,817.20
		0 Double Nightstand	16	ea	\$155.43	\$2,486.88
		0 MicroFridge Combo Unit	4	ea	\$679.35	\$2,717.40
		0 60" Desk	60	ea	\$201.09	\$12,065.40
		0 Coffee Table	16	ea	\$305.22	\$4,883.52
		0 TV Console Table	16	ea	\$538.04	\$8,608.64
		0 4 Drawer chest	56	ea	\$426.09	\$23,861.04
					TOTAL	\$92,213.80
Vanities VL2 0						
		0 Vanity Base- towel cubby closet to the door. (26 Left and 28 Right verify)	56	ea	\$344.44	\$19,288.64
		0 Vanity Top	56	ea	\$191.11	\$10,702.16
		0 ADA Vanity Base- End towel cubby per site visit (2 left and 2 right verify)	4	ea	\$405.56	\$1,622.24
		0 ADA Vanity Top	4	ea	\$191.11	\$764.44
		0 Vanity Bowl	60	ea	\$27.78	\$1,666.80
		0 Vanity Faucet	60	ea	\$152.60	\$9,156.00
					TOTAL	\$43,200.28
Flooring VL2 0						
		0 Guestroom Carpet	1783	sy	\$10.50	\$18,721.50
		0 Guestroom Carpet Base - 4"	3753	lf	\$0.79	\$2,964.87
		0 Guestroom Carpet Pad	1720	sy	\$1.67	\$2,872.40
		0 Guestroom Tile - (8x24)	6407	sf	\$3.72	\$23,834.04
		0 Guestroom Tile Base Material - (8x24 cut to 4x24 in field)	1128	sf	\$3.72	\$4,196.16
					TOTAL	\$52,588.97
Lighting VL2 0- With Outlets						
	GR-401-LT	Single Nightstand Lamp- With outlet	88	ea	\$50.72	\$4,463.36
	GR-402-LT	Double Nightstand Lamp- With outlet	16	ea	\$56.48	\$903.68
	GR-403-LT	Desk Lamp-With outlet	60	ea	\$52.16	\$3,129.60
	GR-404-LT	Side Table Lamp	60	ea	\$54.55	\$3,273.00
	GR-405-LT	Floor Lamp	43	ea	\$81.88	\$3,520.84
	GR-406-LT	Vanity Light Fixture	60	ea	\$83.07	\$4,984.20
		0 Arc Floor lamp	16	ea	\$241.66	\$3,866.56
					TOTAL	\$24,141.24

Quote from American Hotel Register Co.
FF&E Solutions

Debtor: Hansaben Investments, LLC

Schedule A/B Part 7, Question 40 Attachment
Office Fixtures

Quote from American Hotel Register Co.
FF&E Solutions

Item Category	Spec#	Item Detail	Item Qty	UM	Unit Price	Ext Price
Seating						
	CUSTOM 1.0 AND 2.0					
	GST-300-SG	Ergo Chair	60	ea	\$162.63	\$9,757.80
	GST-301-SG	Small Side Chair	1	ea	\$220.67	\$220.67
	GST-301A-S	Lounge Chair COM Fabric	4	yd	\$10.75	\$43.01
	GST-302-SG	Lounge Chair COM	57	ea	\$263.20	\$15,002.40
	GST-302A-S	Lounge Chair COM Fabric	228	yd	\$10.75	\$2,451.46
	GST-302P-S	Fabric for Lounge Chair Pillow	29	yd	\$27.85	\$807.65
	GST-304-SG	Sectional Sleeper Sofa	14	ea	\$1,195.65	\$16,739.10
	GST-304-SG	Fabric for Sectional Sleeper Sofa	364	yd	\$14.67	\$5,339.88
	GST-304P-S	Sofa Pillows	28	ea	\$32.61	\$913.08
	GST-304P-S	Fabric for Sofa Pillows	7	yd	\$23.53	\$164.71
	GR-803-SG	Sleeper Sofa COM	2	ea	\$560.00	\$1,120.00
	GST-303-SG	Fabric for Sleeper Sofa	20	yd	\$14.67	\$293.40
	GST-303P-S	Sleeper Sofa Pillows	4	ea	\$32.61	\$130.44
	GST-303P-S	Fabric for Sleeper Sofa Pillows	1	yd	\$23.53	\$23.53
					TOTAL	\$53,007.12
Televisions & Mounts						
	0	42" Pro-idiom TV	76	ea	\$570.01	\$43,320.76
	0	TV Lockdown Kit	76	ea	\$7.41	\$563.16
					TOTAL	\$43,883.92
Window Treatments - Estimated Sizes Installer Must Verify.						
Window C 5' W x 6'-2" H VL2..0		*Pricing includes labor, measure, install, and hardware.				
	0	Guestroom Cornice	62	ea	\$132.51	\$8,215.62
	0	Guestroom Sheer- (Decorative Printed Sheer)	62	ea	\$141.20	\$8,754.40
	0	Guestroom Blackout	62	ea	\$148.42	\$9,202.04
					TOTAL	\$26,172.06
					WINDOW TOTAL	\$26,172.06
PRODUCT GRAND TOTAL						\$447,145.85

Quote from American Hotel Register Co.
FF&E Solutions

Debtor: Hansaben Investments, LLC

Schedule A/B Part 7, Question 40 Attachment
Office Fixtures

Quote from American Hotel Register Co.
FF&E Solutions

Item Category	Spec#	Item Detail	Item Qty	UM	Unit Price	Ext Price
Equipment						
		0 Lobby 55" LCD TV - Pro Idiom	1	ea	\$1,240.00	\$1,240.00
		0 42" Pro-idiom TV- Fitness	1	ea	\$570.01	\$570.01
		0 Flat Wall Mount	1	ea	\$58.33	\$58.33
	FC-759A-MSC	Fitness Articulating Wall Mount	1	ea	\$78.12	\$78.12
					TOTAL	\$1,946.46
Accessories						
		0 Vase 1 at Console Table	1	ea	\$60.00	\$60.00
		0 Vase 2 at Console Table	1	ea	\$73.33	\$73.33
		0 Vase 3 at Console Table	1	ea	\$86.67	\$86.67
		0 LQ Logo Flag 3x5	1	ea	\$69.70	\$69.70
		0 American Flag 3x5	1	ea	\$33.97	\$33.97
		0 State Flag 3x5	1	ea	\$39.55	\$39.55
					TOTAL	\$363.22
Artwork & Mirrors						
		0 Great Room Artwork	1	ea	\$59.75	\$59.75
		0 Mirror at Prefunction	1	ea	\$236.25	\$236.25
		0 Men's Restroom Artwork	1	ea	\$65.63	\$65.63
		0 Women's Restroom Artwork	1	ea	\$65.63	\$65.63
		0 Men's Vanity Mirror	1	ea	\$92.63	\$92.63
		0 Women's Vanity Mirror	1	ea	\$92.63	\$92.63
		0 Fitness Mirrors Frames- 4'W x 7' H	3	sets	\$225.00	\$675.00
					TOTAL	\$1,287.52
Public Restroom Vanities						
		0 Public Vanity Top	2	ea	\$191.11	\$382.22
		0 Vanity Bowl	2	ea	\$27.78	\$55.56
		0 Vanity Faucet	2	ea	\$152.60	\$305.20
					TOTAL	\$742.98
Casegoods- 2.0 Spec						
		0 Communal Table Top (Quartz)	1	ea	\$1,285.33	\$1,285.33
		0 Communal Table Base	1	ea	\$1,427.61	\$1,427.61
	LOB-237-CG	Breakfast Table Top - 24x30 (Quartz)	6	ea	\$190.22	\$1,141.32
	LOB-238-CG	Breakfast Table Top - 36x36 (Quartz)	1	ea	\$266.30	\$266.30
	LOB-238B-CG	Breakfast Table Base	6	ea	\$60.00	\$360.00
		0 Lobby Console Table	1	ea	\$573.91	\$573.91
		0 Lobby End Table 1	2	ea	\$225.00	\$450.00
	LOB-238B-CG	36" x 36" Breakfast Table Base	1	ea	\$156.30	\$156.30
					TOTAL	\$5,660.77
Flooring						
		0 Lobby/Breakfast Room Carpet (attached pad)	46	sy	\$27.42	\$1,261.32
		0 Corridor Carpet Runner (attached pad)	203	sy	\$27.42	\$5,566.26
		0 Corridor Carpet Door Drop (attached pad)	140	sy	\$27.42	\$3,838.80
		0 Corridor Carpet Door Drop (attached pad)	21	sy	\$27.42	\$575.82
		0 Corridor Carpet Door Drop (attached pad)	18	sy	\$27.42	\$493.56
		0 Corridor Field	61	sf	\$2.61	\$159.21
	RF-1C	Fitness Center Rubber Flooring	238	sf	\$3.06	\$728.28
		0 Public Area Carpet Base - 6"	960	lf	\$0.77	\$739.20
		0 Stairwell Carpet Stringer Base - 12"	131	lf	\$1.29	\$168.99
		0 BOH Carpet Base	257	lf	\$0.77	\$197.89
		0 Public Space Tile Base	640	sf	\$3.32	\$2,124.80
		0 Fitness Center Wall Base	62	lf	\$1.39	\$86.18
	CPP-610	Public Area Carpet Pad	80	sy	\$2.46	\$196.80
		0 BOH / Stairwell Carpet	225	sy	\$10.50	\$2,362.50
		0 Public Space Floor Tile	2473	sf	\$2.61	\$6,454.53
		0 Corridor out Fill- Solid	11	sy	\$27.42	\$301.62
		0 Lobby area rug- 9'W x 6'-3"D	16	sy	\$21.42	\$342.72
		0 Area rug binding	1	ea	\$52.22	\$52.22
					TOTAL	\$25,650.70
Wall Finishes						
		0 Public Area Main Wall Covering	939	ly	\$11.06	\$10,385.34
		0 Public Area Accent Wall Covering	30	ly	\$11.06	\$331.80
		0 Front Desk Graphic	1	ea	\$972.56	\$972.56
		0 Corridor Door Drop Wall Covering	258	ly	\$14.17	\$3,655.86
		0 Meeting Room & Public Restroom Wall Covering	30	ly	\$11.06	\$331.80
		0 Fitness Center VWC Panels	4	ea	\$242.78	\$971.12
		0 Public Space Bathroom Wall Tile	180	pc	\$2.89	\$520.20
		0 Public Space Bathroom Accent Wall Tile	32	sht	\$22.50	\$720.00
		0 Breakfast Room Buffet Wall Tile	22	pc	\$22.50	\$495.00
		0 Great Room Accent Wall Tile	18	sf	\$5.78	\$104.04
		0 Great Room Accent Wall Tile	27	sf	\$6.12	\$165.24
		0 Great Room Accent Wall Tile	70	sf	\$7.00	\$490.00
					TOTAL	\$19,142.96
Lighting- 2.0						
	LOB-437-LT	Communal Table Pendant	1	ea	\$664.75	\$664.75
		0 Front Desk & Dining Table Pendant	2	ea	\$87.50	\$175.00
	LOB-408-LT	Lobby Large Pendant	3	ea	\$324.00	\$972.00
	LOB-409-LT	Great room wall sconce	6	ea	\$228.96	\$1,373.76
		0 Corridor Ceiling Light	38	ea	\$61.20	\$2,325.60
		0 Corridor Wall Sconce	40	ea	\$84.94	\$3,397.60
		0 Prefunction Lamp	1	ea	\$111.25	\$111.25
		0 Breakfast Counter Pendant	3	ea	\$122.50	\$367.50
		0 Public Space Vanity Fixture	2	ea	\$91.38	\$182.76
					TOTAL	\$9,570.22

Quote from American Hotel Register Co.
FF&E Solutions

Debtor: Hansaben Investments, LLC

Schedule A/B Part 7, Question 40 Attachment
Office Fixtures

Quote from American Hotel Register Co.
FF&E Solutions

Item Category	Spec#	Item Detail	Item Qty	UM	Unit Price	Ext Price
Outdoor & Pool Furniture						
		0 Exterior Chaise Lounge	4	ea	\$230.10	\$920.40
		0 Dining Table	1	ea	\$296.47	\$296.47
		0 Pool Umbrella	1	ea	\$249.28	\$249.28
		0 Pool Umbrella Base	1	ea	\$111.85	\$111.85
		0 Exterior Lounge Chair	8	ea	\$151.34	\$1,210.72
		0 Exterior Side Table	5	ea	\$130.93	\$654.65
					TOTAL	\$3,443.37
Seating- 2.0						
		0 Lounge Chair 2 - B	2	ea	\$328.41	\$656.82
		0 Fabric	9	yd	\$19.26	\$173.34
		0 Lounge Chair 3	2	ea	\$305.68	\$611.36
	LOB-334A-SGF	Fabric - Frame	14	yd	\$13.92	\$194.88
		0 Fabric - Cushions (2- seat & back)	14	yd	\$23.86	\$334.04
		0 Lobby Sofa	1	ea	\$402.85	\$402.85
		0 Fabric	6	yd	\$39.77	\$238.62
		0 Lobby Sofa Pillow	2	ea	\$28.84	\$57.68
		0 Fabric - Pillow	2	yd	\$39.77	\$79.54
		0 Breakfast Sofa	1	ea	\$539.77	\$539.77
		0 Fabric - Back	6	yd	\$39.77	\$238.62
		0 Fabric - Seat	6	yd	\$22.73	\$136.38
	LOB-341-SG	Barstool - COM	8	ea	\$209.05	\$1,672.40
		0 Fabric - Back	8	yd	\$28.35	\$226.80
		0 Fabric - Seat	8	yd	\$22.73	\$181.84
	LOB-338-SG	Dining Chair 1 - A	6	ea	\$198.86	\$1,193.16
	LOB-338A-SGF	Fabric- Seat	6	yd	\$18.02	\$108.14
		0 Fabric - Back	6	yd	\$28.13	\$168.78
	LOB-339-SG	Dining Chair 1 - B	6	ea	\$198.86	\$1,193.16
	LOB-339A-SGF	Fabric - Back	6	yd	\$26.70	\$160.20
	LOB-339B-SGF	Fabric - Seat	6	yd	\$13.92	\$83.52
					TOTAL	\$8,651.90
Corner Guards						
		0 Corridor/Lobby Corner Guards w/ Vinyl	86	ea	\$6.99	\$601.14
					TOTAL	\$601.14
Window Treatments: based of WT measure form, install to be provided by customer						
Window A: 5'W x 10'H *Pricing includes labor, measure, install, and hardware.						
		Great Room/Fitness Roller Shades	2	ea	\$693.33	\$1,386.66
					TOTAL	\$1,386.66
Window C: 5'-4.25"W x 7'-6"H						
		0 Corridor Roller Shades	4	ea	\$520.00	\$2,080.00
					TOTAL	\$2,080.00
Window F: 4'-6"W x 4'-4"H						
		0 BOH Office Window	6	ea	\$186.67	\$1,120.02
					TOTAL	\$1,120.02
Windows General						
		0 Trip Charge (Includes Lodging)	1	ea	\$729.41	\$729.41
		0 Lodging for Measure and Installation Trip Charge	1	ea	\$0.00	\$0.00
					TOTAL	\$729.41
					WINDOW TOTAL	\$5,316.09
PRODUCT GRAND TOTAL:						\$82,377.33

Quote from American Hotel Register Co.
FF&E Solutions

Debtor: Hansaben Investments, LLC

Schedule A/B Part 7, Question 40 Attachment
Office Fixtures

Quote from American Hotel Register Co.
FF&E Solutions

Total Product Cost	\$529,523.19	
Estimated Product Tax	\$45,671.37	8.625%
Estimated Freight	\$63,542.78	12%
Estimated Freight Tax	0	
Total Project Cost	\$638,737.34	
Deposit Required	See Note Below	
Remainder Due	See Note Below	

La Quinta- Fairfield, Ca

American Hotel Account #:

Cost Summary By Room Type

GUEST ROOM COST		\$447,145.85	xNum.
Double Queen- Plan B	\$6,926.70	15	
ADA Double Queen- Type	\$7,177.76	1	
King- Type A	\$6,352.14	24	
ADA King- Type D	\$6,946.92	1	
King Suite- Type C	\$9,746.32	14	
King ADA- Type H	\$6,704.98	1	
King Jacuzzi Suite- Type B	\$8,757.17	2	
King Corner- Type F	\$6,604.75	1	
King ADA Shower- Type J	\$6,819.42	1	
General	\$2,577.25	1	
		0	
		0	
		0	

PUBLIC SPACE COST		\$82,377.33
Lobby / Great Room		\$33,660.83
Meeting Room		
Fitness Center		\$3,396.27
Men's Restroom		\$1,811.24
Women's Restroom		\$1,811.24
Pool		\$3,443.37
BOH Offices		\$2,150.30
Stairwells		\$2,390.84
Corridor 1		\$15,188.55
Corridor 2-3		\$13,221.00
Vending Area		\$1,199.37
Elevators		\$523.11
General		\$3,581.21

Quote from American Hotel Register Co.
FF&E Solutions

Debtor: Hansaben Investments LLC
Schedule A/B Part75, Question 41 Attachment

Inventory	Quantity	Value
Computers	5	\$ 4,000.00
Printers	2	\$ 750.00
Fax machine	1	\$ 320.00
Microsoft office	1	69 per year
Phone console	1	\$ 2,600.00
Phone sets	2	\$ 180.00
Camera System	1	\$ 1,800.00
Camera monitor	1	\$ 120.00
		<u>\$ 9,770.00</u>

Inventory taken on May 12, 2022 by Sarfraz Ahmed

Fill in this information to identify the case:Debtor name Hansaben Investments, LLC, a California Limited Liability CompanyUnited States Bankruptcy Court for the: Northern District of California

Case number (if known): _____

☐ Check if this is an amended filing**Official Form 206D****Schedule D: Creditors Who Have Claims Secured by Property**

12/15

Be as complete and accurate as possible.**1. Do any creditors have claims secured by debtor's property?**

- ☐ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims**2. List in alphabetical order all creditors who have secured claims.** If a creditor has more than one secured claim, list the creditor separately for each claim.**Column A**
Amount of claim
Do not deduct the value of collateral.**Column B**
Value of collateral that supports this claim**2.1 Creditor's name**Poppy Bank**Describe debtor's property that is subject to a lien**Real Property and Personal Property located at 316 Pittman Road Fairfield, CA 94534\$ 2,672,464.96\$ 9,850,000.00**Creditor's mailing address**438 First StreetSanta Rosa, CA 95401**Creditor's email address, if known****Date debt was incurred** 04/24/2020**Last 4 digits of account number** 3308**Do multiple creditors have an interest in the same property?**

- ☐ No
- ☒ Yes. Specify each creditor, including this creditor,

Solano County Treasurer, 1st; Poppy Bank, 2nd; Poppy Bank, 3rd; Small Business Administration, 4th on Real Property located at 316 Pittman Road, Fairfield, CA.

Poppy Bank, 1st and Poppy Bank 2nd on Personal Property.

Describe the lienThe 3rd position for real property located at :**Is the creditor an insider or related party?**

- ☒ No
- ☐ Yes

Is anyone else liable on this claim?

- ☒ No
- ☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

2.2 Creditor's namePoppy Bank**Describe debtor's property that is subject to a lien**Real Property and Personal Property located at 316 Pittman Road Fairfield, CA 94534\$4,345,715.90\$9,850,000.00**Creditor's mailing address**438 First StreetSanta Rosa, CA 95401**Creditor's email address, if known****Date debt was incurred** 02/26/2018**Last 4 digits of account number** 0307**Do multiple creditors have an interest in the same property?**

- ☐ No
- ☒ Yes. Have you already specified the relative priority?
- ☐ No. Specify each creditor, including this creditor, and its relative priority.

Solano County Treasurer, 1st; Poppy Bank, 2nd; Poppy Bank, 3rd; Small Business Administration, 4th on Real Property located at 316 Pittman Road, Fairfield, CA.

Poppy Bank, 1st and Poppy Bank 2nd on Personal Property.

- ☒ Yes. The relative priority of creditors is specified on lines 2,1

Describe the lien**Is the creditor an insider or related party?**

- ☒ No
- ☐ Yes

Is anyone else liable on this claim?

- ☒ No
- ☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional\$ 7,841,855.17**Page, Case:** 22-30258 **Doc#** 1 **Filed:** 05/25/22 **Entered:** 05/25/22 10:43:11 **Page** 41 of 81

Part 1: Additional Page

Column A

Amount of claim

Do not deduct the value of collateral.

Column B

Value of collateral that supports this claim

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

2.3 **Creditor's name**
Small Business Administration**Describe debtor's property that is subject to a lien****Creditor's mailing address**409 3rd Street SW
Washington, DC 20416**Creditor's email address, if known**Real Property located at
316 Pittman Road
Fairfield, CA 94534

\$537,500.00

\$9,850,000.00

Date debt was incurred 07/08/2021**Last 4 digits of account number** 8200**Do multiple creditors have an interest in the same property?**☐ No☒ Yes. Have you already specified the relative priority?☐ No. Specify each creditor, including this creditor, and its relative priority.

Solano County Treasurer, 1st; Poppy Bank, 2nd; Poppy Bank, 3rd; Small Business Administration, 4th on Real Property located at 316 Pittman Road, Fairfield, CA.

☒ Yes. The relative priority of creditors is specified on lines 2.1**Describe the lien**

Agreement you made, Payments to begin 06

Is the creditor an insider or related party?☒ No☐ Yes**Is anyone else liable on this claim?**☐ No☒ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).**As of the petition filing date, the claim is:**

Check all that apply.

☐ Contingent☐ Unliquidated☐ Disputed**2.4** **Creditor's name**
Solano County Treasurer**Describe debtor's property that is subject to a lien****Creditor's mailing address**675 Texas Street, Suite 6500
Fairfield, CA 94533**Creditor's email address, if known**Real Property located at
316 Pittman Road
Fairfield, CA 94534

\$286,174.31

\$9,850,000.00

Date debt was incurred Various**Last 4 digits of account number** 0110**Do multiple creditors have an interest in the same property?**☐ No☒ Yes. Have you already specified the relative priority?☐ No. Specify each creditor, including this creditor, and its relative priority.

Solano County Treasurer, 1st; Poppy Bank, 2nd; Poppy Bank, 3rd; Small Business Administration, 4th on Real Property located at 316 Pittman Road, Fairfield, CA.

☒ Yes. The relative priority of creditors is specified on lines 2.1**Describe the lien**

Assessment Number 0044-140-110 - Real Property Tax

Is the creditor an insider or related party?☒ No☐ Yes**Is anyone else liable on this claim?**☒ No☐ Yes. Fill out *Schedule H: Codebtors* (Official Form 206H).**As of the petition filing date, the claim is:**

Check all that apply.

☐ Contingent☐ Unliquidated☐ Disputed

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address	On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
Khalid Acheckzai 438 First Street Santa Rosa, CA, 95401	Line 2. <u>2</u>	_____
Mitchell B. Greenberg 100 Stony Point Rd. Suite 200 Santa Rosa, CA, 95401	Line 2. <u>1</u>	_____
Solano County Treasurer c/o Charles Lomelli 675 Texas St., Suite 6500 Fairfield, CA, 94533	Line 2. <u>4</u>	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____
	Line 2. ____	_____

Fill in this information to identify the case:

Debtor Hansaben Investments, LLC, a California Limited Liability Company

United States Bankruptcy Court for the: Northern District of California

Case number _____
(If known)

☐ Check if this is an amended filing

Official Form 206E/F**Schedule E/F: Creditors Who Have Unsecured Claims**

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with **PRIORITY** unsecured claims and Part 2 for creditors with **NONPRIORITY** unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims?** (See 11 U.S.C. § 507).

- ☐ No. Go to Part 2.
- ☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.**2.1** Priority creditor's name and mailing address

Anaa Rosa Sanchez
316 Pittman Road
Fairfield, CA, 94534

As of the petition filing date, the claim is: \$ 0.00*Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Total claim**Priority amount**

\$ _____

Date or dates debt was incurred**Basis for the claim:**
Wages, Salaries, Commissions**Last 4 digits of account number** _____**Is the claim subject to offset?**

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)**2.2** Priority creditor's name and mailing address

Angel Flores
700 Travis Blvd
Fairfield, CA, 94533

As of the petition filing date, the claim is: \$ 0.00*Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred**Basis for the claim:**
Wages, Salaries, Commissions**Last 4 digits of account number** _____**Is the claim subject to offset?**

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)**2.3** Priority creditor's name and mailing address

Ashley Frazier
2999 North Texas Street
Apt 21
Fairfield, CA, 94533

As of the petition filing date, the claim is: \$ 0.00*Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred**Basis for the claim:**
Wages, Salaries, Commissions**Last 4 digits of account number** _____**Is the claim subject to offset?**

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

Part 1. Additional Page

Copy this page if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional PRIORITY creditors exist, do not fill out or submit this page.

Total claim

Priority amount

2. ⁴ Priority creditor's name and mailing address

California Department of Tax and Fee
Administration
Account Information Group, MIC 29
P O Box 942879
Sacramento, CA, 95279-0029

As of the petition filing date, the claim is:

\$ Unknown

\$ _____

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Taxes & Other Government Units

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (8)

Is the claim subject to offset?

- ☒ No
☐ Yes

2. ⁵ Priority creditor's name and mailing address

Claireess Wallace
633 Peridot Place
Fairfield, CA, 94534

As of the petition filing date, the claim is:

\$ 0.00

\$ _____

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Wages, Salaries, Commissions

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)

Is the claim subject to offset?

- ☒ No
☐ Yes

2. ⁶ Priority creditor's name and mailing address

Daisy Navarro
12 Circle Drive
Fairfield, CA, 94533

As of the petition filing date, the claim is:

\$ 0.00

\$ _____

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Wages, Salaries, Commissions

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)

Is the claim subject to offset?

- ☒ No
☐ Yes

2. ⁷ Priority creditor's name and mailing address

David Yusuf
316 Pittman Road
Fairfield, CA, 94534

As of the petition filing date, the claim is: \$ 0.00

\$ _____

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Wages, Salaries, Commissions

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)

Is the claim subject to offset?

- ☒ No
☐ Yes

Case: 22-30258 Doc# 1 Filed: 05/25/22 Entered: 05/25/22 10:43:11 Page 45 of 81

Part 1. Additional Page

Copy this page if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional PRIORITY creditors exist, do not fill out or submit this page.

Total claim

Priority amount

2.⁸ **Priority creditor's name and mailing address**

\$ Unknown

\$ _____

Employment Development Department
Bankruptcy Unit MIC 92E
P O Box 826880
Sacramento, CA, 94280-001

As of the petition filing date, the claim is:*Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred**Basis for the claim:****Last 4 digits of account number**Taxes & Other Government Units**Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)****Is the claim subject to offset?**

- ☒ No
☐ Yes

2.⁹ **Priority creditor's name and mailing address**

\$ Unknown

\$ _____

Franchise Tax Board
Bankruptcy Section, MS A-340
P. O. Box 2952
Sacramento, CA, 95812-2952

As of the petition filing date, the claim is:*Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred**Basis for the claim:****Last 4 digits of account number**Taxes & Other Government Units**Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)****Is the claim subject to offset?**

- ☒ No
☐ Yes

2.¹⁰ **Priority creditor's name and mailing address**

\$ Unknown

\$ _____

Internal Revenue Service
P O Box 7346
Philadelphia, PA, 19101-7346

As of the petition filing date, the claim is:*Check all that apply.*

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred**Basis for the claim:****Last 4 digits of account number**Taxes & Other Government Units**Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)****Is the claim subject to offset?**

- ☒ No
☐ Yes

2.¹¹ **Priority creditor's name and mailing address****As of the petition filing date, the claim is:** \$ 0.00

\$ _____

Ivy Holland
109 Maple Street
Vacaville, CA, 95688

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred**Basis for the claim:****Last 4 digits of account number**Wages, Salaries, Commissions**Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)****Is the claim subject to offset?**

- ☒ No
☐ Yes

Part 1. Additional Page

Copy this page if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional PRIORITY creditors exist, do not fill out or submit this page.

Total claim

Priority amount

2. ¹² Priority creditor's name and mailing address

\$0.00

\$ _____

Ma'Kala Freeman
226 Mayfair Ave
Vallejo, CA, 94591

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

2. ¹³ Priority creditor's name and mailing address

\$0.00

\$ _____

Mangamma Yarapaathineni
4657 Contralto

Fairfield, CA, 94534

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

2. ¹⁴ Priority creditor's name and mailing address

\$0.00

\$ _____

Maria Sosa
700 Travis Blvd
Fairfield, CA, 94533

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

2. ¹⁵ Priority creditor's name and mailing address

\$0.00

\$ _____

Morgan Gomes-Thorton
708 Bella Vista
Suisun City, CA, 94585

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

Case: 22-30258 Doc# 1 Filed: 05/25/22 Entered: 05/25/22 10:43:11 Page 47 of 81

Part 1. Additional Page

Copy this page if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional PRIORITY creditors exist, do not fill out or submit this page.

Total claim

Priority amount

2. ¹⁶ Priority creditor's name and mailing address

\$0.00

\$ _____

Paul Reason
1324 Cleveland Street
Fairfield, CA, 94533

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)2. ¹⁷ Priority creditor's name and mailing address

\$0.00

\$ _____

Richard Beaver
416 Union Ave
Fairfield, CA, 94533

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)2. ¹⁸ Priority creditor's name and mailing address

\$0.00

\$ _____

Sara Pineda Martinez
1218 Washington Street
Fairfield, CA, 94533

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)2. ¹⁹ Priority creditor's name and mailing address

\$0.00

\$ _____

Schechinah Pritchard
432 South Orchard Ave
Vacaville, CA, 95688

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☒ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (4)

Case: 22-30258 Doc# 1 Filed: 05/25/22 Entered: 05/25/22 10:43:11 Page 48 of 81

Part 1. Additional Page

Copy this page if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional PRIORITY creditors exist, do not fill out or submit this page.

Total claim

Priority amount

2. ²⁰ Priority creditor's name and mailing address

\$0.00

\$ _____

Shaun D. Jones
633 Pedoit Place
Fairfield, CA, 94534

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

2. ²¹ Priority creditor's name and mailing address

\$0.00

\$ _____

Spenser Davis
1431 Catlin Court
Fairfield, CA, 94534

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

2. ²² Priority creditor's name and mailing address

\$0.00

\$ _____

Teresa Contreras Hernandez
1806 New Jersey Street
Fairfield, CA, 94533

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Wages, Salaries, Commissions

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (4)

- ☒ No
☐ Yes

2. ²³ Priority creditor's name and mailing address

As of the petition filing date, the claim is: \$ Unknown

\$ _____

US Small Business Administration
Attn: District Counsel
455 Market Street, Suite 600
San Francisco, CA, 94105

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Taxes & Other Government Units

Last 4 digits of account number

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)

- ☒ No
☐ Yes

Case: 22-30258 Doc# 1 Filed: 05/25/22 Entered: 05/25/22 10:43:11 Page 49 of 81

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

		Amount of claim
3.1	Nonpriority creditor's name and mailing address AMTRUST NORTH AMERICA INC 3400 Cumberland Boulevard Atlanta, GA, 30339 Date or dates debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Suppliers or Vendors Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ Unknown
3.2	Nonpriority creditor's name and mailing address Area Financial Services 82 N Main Street Milpitas, CA, 95035 Date or dates debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ Unknown
3.3	Nonpriority creditor's name and mailing address Armaan Investments LLC 458 33rd Avenue San Francisco, CA, 94121 Date or dates debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ Unknown
3.4	Nonpriority creditor's name and mailing address AT&T Corporation P.O. Box 62414 Baltimore, MD, 21264-2414 Date or dates debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Telephone / Internet services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ 117.70 ESTIMATED
3.5	Nonpriority creditor's name and mailing address AV Residence LLC 458 33rd Avenue San Francisco, CA, 94121 Date or dates debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ Unknown
3.6	Nonpriority creditor's name and mailing address Bhavesh Patel 458 33rd Avenue San Francisco, CA, 94121 Date or dates debt was incurred _____ Last 4 digits of account number _____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ Unknown

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ⁷	Nonpriority creditor's name and mailing address BJH Investments LLC 458 33rd Avenue San Francisco, CA, 94121	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$ Unknown
	Date or dates debt was incurred _____ Last 4 digits of account number _____	Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
3. ⁸	Nonpriority creditor's name and mailing address Booking.com 8100 SW Nyberg Street, Suite 350 Lockbox 223067 Tualatin, OR, 97062	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$ 2,265.87
	Date or dates debt was incurred _____ Last 4 digits of account number _____	Basis for the claim: Services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	ESTIMATED
3. ⁹	Nonpriority creditor's name and mailing address City of Fairfield 1000 Webster Street Fairfield, CA, 94533	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$ 305,209.00
	Date or dates debt was incurred _____ Last 4 digits of account number _____	Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
3. ¹⁰	Nonpriority creditor's name and mailing address City of Fairfield 1000 Webster Street Fairfield, CA, 94533	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$ 1,436.96
	Date or dates debt was incurred _____ Last 4 digits of account number _____	Basis for the claim: Utility Services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	ESTIMATED
3. ¹¹	Nonpriority creditor's name and mailing address Comcast 9601 E Panarama Circle Englewood, CO, 80112	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$ 924.07
	Date or dates debt was incurred _____ Last 4 digits of account number _____	Basis for the claim: Cable / Satellite Services Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	ESTIMATED

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ¹² Nonpriority creditor's name and mailing address

Dannys Pool Service & Repair
1751 Bruce Street

Anderson, CA, 96007

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ¹³ Nonpriority creditor's name and mailing address

Dish Network Corp
3100 Interstate North Cir. SE Ste 500
PO BOX 3796
Atlanta, GA, 30339-2227

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 669.08

ESTIMATED

Basis for the claim: Cable / Satellite Services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ¹⁴ Nonpriority creditor's name and mailing address

Dream Ride Elevator
4780 E 2nd Street
Benicia, CA, 94510

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ¹⁵ Nonpriority creditor's name and mailing address

Ecolab Inc
PO BOX 997300

Sacramento, CA, 95899-7300

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 330.43

ESTIMATED

Basis for the claim: Services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number 0414

3. ¹⁶ Nonpriority creditor's name and mailing address

EG Hospitality
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ¹⁷ Nonpriority creditor's name and mailing address

Expedia Group Inc
5915 Landerbrook Drive Suite 300
Mayfield Heights, OH, 44124

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ¹⁸ Nonpriority creditor's name and mailing address

Golden Malted
2901 Industrial Ct.
PO BOX
Fairfield, CA, 94533-650000

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ¹⁹ Nonpriority creditor's name and mailing address

Hd Supply Inc
800 Superior Avenue E
PO BOX 6939
Cleveland, OH, 44114

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 1,233.40

Basis for the claim: Suppliers or Vendors

ESTIMATED

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ²⁰ Nonpriority creditor's name and mailing address

Hitesh Investments LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ²¹ Nonpriority creditor's name and mailing address

Hue and Cry Inc.
1030 Roosevelt St.
Fairfield, CA, 94533

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ²² Nonpriority creditor's name and mailing address Karma & Dharma Investments LLC 458 33rd Avenue San Francisco, CA, 94121	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$ Unknown
Date or dates debt was incurred _____ Last 4 digits of account number _____		
3. ²³ Nonpriority creditor's name and mailing address Kinny Hotel LLC 458 33rd Avenue San Francisco, CA, 94121	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$ Unknown
Date or dates debt was incurred _____ Last 4 digits of account number _____		
3. ²⁴ Nonpriority creditor's name and mailing address La Quinta Franchising 22 Sylvan Way Parsippany, NJ, 07054	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Services	\$ 151,991.09
Date or dates debt was incurred <u>Various</u> Last 4 digits of account number _____	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
3. ²⁵ Nonpriority creditor's name and mailing address Leslie's Pool Supplies Inc. 1390 Enclave Pkwy Houston, TX, 77077	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Suppliers or Vendors	\$ Unknown
Date or dates debt was incurred _____ Last 4 digits of account number _____	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
3. ²⁶ Nonpriority creditor's name and mailing address Naik Vijay Hotel Capital Funding 1000 SE Bristol Street Newport Beach, CA, 92660	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim:	\$ Unknown
Date or dates debt was incurred _____ Last 4 digits of account number _____	Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ²⁷ Nonpriority creditor's name and mailing address

Onity Inc.
800 Connecticut Ave

Norwalk, CT, 6854

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ²⁸ Nonpriority creditor's name and mailing address

PG&E
c/o Brian M Wong
77 Beal Street
San Francisco, CA, 94105

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 6,248.00

Basis for the claim: Utility Services

ESTIMATED

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ²⁹ Nonpriority creditor's name and mailing address

Prithvi Investments LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³⁰ Nonpriority creditor's name and mailing address

Reena Patel
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³¹ Nonpriority creditor's name and mailing address

Republic Services Inc
4101 William Richardson Drive

South Bend, IN, 46628

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 897.58

Basis for the claim: Services

ESTIMATED

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ³² Nonpriority creditor's name and mailing address

Roto Rooter
255 E. 5th Street, 2500 Chemed Center
PO BOX 2827
Cincinnati, OH, 45202

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³³ Nonpriority creditor's name and mailing address

Royal Cup Inc.
162 Harbor Court

Pittsburg, CA, 94534

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³⁴ Nonpriority creditor's name and mailing address

Ruda Investments LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³⁵ Nonpriority creditor's name and mailing address

Sahara Enterprises LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³⁶ Nonpriority creditor's name and mailing address

Sai Ram Investments, LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ³⁷ Nonpriority creditor's name and mailing address

Shivaa Investments LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³⁸ Nonpriority creditor's name and mailing address

Shrinika Investments LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ³⁹ Nonpriority creditor's name and mailing address

State Chemical Solutions
333 108th Avenue Ne

Bellevue, WA, 98004

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ⁴⁰ Nonpriority creditor's name and mailing address

Sysco Corp
2005 E. Indian School Road
PO BOX
Phoenix, AZ, 85016

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Suppliers or Vendors

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

3. ⁴¹ Nonpriority creditor's name and mailing address

Taylor Houseman
160 Cleage Drive

Birmingham, AL, 35217

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred _____

Last 4 digits of account number _____

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. ⁴² Nonpriority creditor's name and mailing address

Telepacific Communications
515 Flower Street
47th Floor
Los Angeles, CA, 90071

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 1,240.06

ESTIMATED

Basis for the claim: Telephone / Internet services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ⁴³ Nonpriority creditor's name and mailing address

Thyssenkrupp Elevator Corporation
9601 S. Meridian Blvd.

Englewood, CO, 80112

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ⁴⁴ Nonpriority creditor's name and mailing address

Viraaj Investments LLC
458 33rd Avenue
San Francisco, CA, 94121

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim:

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ⁴⁵ Nonpriority creditor's name and mailing address

WebbMason Marketing
One Att Way

Bedminster, NJ, 7921

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ Unknown

Basis for the claim: Services

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

3. ⁴⁶ Nonpriority creditor's name and mailing address

Wells Fargo Business Elite Card
P O Box 29482
Phoenix, AZ, 85038-8650

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 1,520.03

Basis for the claim: Credit Card Debt

Is the claim subject to offset?

- ☒ No
☐ Yes

Date or dates debt was incurred

Last 4 digits of account number

Various

1352

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3.⁴⁷ Nonpriority creditor's name and mailing address

Wells Fargo SBL
P O Box 29482
Phoenix, AZ, 85038-8650

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ 14,451.23

Basis for the claim: Credit Card Debt

Date or dates debt was incurred

Various

Last 4 digits of account number

6213

Is the claim subject to offset?

- ☒ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$

Basis for the claim:

Date or dates debt was incurred

Is the claim subject to offset?

Last 4 digits of account number

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$

Basis for the claim:

Date or dates debt was incurred

Is the claim subject to offset?

Last 4 digits of account number

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$

Basis for the claim:

Date or dates debt was incurred

Is the claim subject to offset?

Last 4 digits of account number

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$

Basis for the claim:

Date or dates debt was incurred

Is the claim subject to offset?

Last 4 digits of account number

- ☐ No
☐ Yes

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

	Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
4.1.	City of Fairfield c/o City Clerk Karen L. Rees 1000 Webster Street Fairfield, CA, 94533	Line <u>3.9</u> <input type="checkbox"/> Not listed. Explain: _____	
4.2.	City of Fairfield c/o City Clerk Karen L. Rees 1000 Webster Street Fairfield, CA, 94533	Line <u>3.10</u> <input type="checkbox"/> Not listed. Explain _____	
4.3.	Wells Fargo Bank National Association c/o CSC Lawyers Incorporating Service 2710 Gateway Oaks Dr., #150N Sacramento, CA, 95833	Line <u>3.47</u> <input type="checkbox"/> Not listed. Explain _____	<u>6213</u>
4.4.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.1.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.5.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.6.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.7.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.8.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.9.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.10.		Line _____ <input type="checkbox"/> Not listed. Explain _____	
4.11.		Line _____ <input type="checkbox"/> Not listed. Explain _____	

Part 4:

Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 488,534.50
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 488,534.50

Fill in this information to identify the case:Debtor name Hansaben Investments, LLC, a California Limited Liability CompanyUnited States Bankruptcy Court for the: Northern District of CaliforniaCase number (if known): _____ Chapter 11☐ Check if this is an amended filing**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases****12/15**

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).**2. List all contracts and unexpired leases****State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	Franchise Agreement Purchaser La Quinta Franchising LLC, a Nevada limited liability company 909 Hidden Ridge Suite 600 Irving, TX, 75038
2.2	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	Elevator Contract with ThyssenKrupp Elevator Purchaser 28 days ThyssenKrupp Elevator (TK Elevator) 940 Riverside Parkway Suite 20 West Sacramento, CA, 95605
2.3	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	Telephone contract Purchaser 10 months TelePacific Communications 515 S Flower Street 47th Floor Los Angeles, CA, 90071
2.4	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	
2.5	State what the contract or lease is for and the nature of the debtor's interest State the term remaining List the contract number of any government contract	

Fill in this information to identify the case:Debtor name Hansaben Investments, LLC, a California Limited Liability CompanyUnited States Bankruptcy Court for the: Northern District of California

Case number (If known): _____

☐ Check if this is an amended filing**Official Form 206H****Schedule H: Codebtors****12/15**

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Does the debtor have any codebtors?☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor**Column 2: Creditor****Name****Mailing address****Name***Check all schedules that apply:*

2.1 Hitesh Patel

Hitesh Patel
458 33rd Avenue
San Francisco, CA 94121Small Business
Administration☒ D
☐ E/F
☐ G

Personal Guarantee

2.2

☐ D
☐ E/F
☐ G

2.3

☐ D
☐ E/F
☐ G

2.4

☐ D
☐ E/F
☐ G

2.5

☐ D
☐ E/F
☐ G

2.6

☐ D
☐ E/F
☐ G

United States Bankruptcy Court

IN RE:

Case No. _____

Hansaben Investments, LLC, a California Limited Liability Company

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Registered name and last known address of security holder	Shares (Or Percentage)	Security Class (or kind of interest)
Hitesh Patel 458 33rd Avenue, San Francisco, CA 94121	82	Managing member
Bhavesht Patel 458 33rd Avenue, San Francisco, CA 94121	9	
Reena Patel 458 33rd Avenue, San Francisco, CA 94121	9	

Fill in this information to identify the case and this filing:

Debtor Name Hansaben Investments, LLC, a California Limited Liability Company
United States Bankruptcy Court for the: Northern District of California
Case number (If known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☒ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☒ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☒ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☒ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☒ *Schedule H: Codebtors* (Official Form 206H)
- ☒ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 05/25/2022
MM / DD / YYYY

X /s/ Hitesh Patel
Signature of individual signing on behalf of debtor

Hitesh Patel
Printed name

Manager of Hansaben Investments, LLC
Position or relationship to debtor

Fill in this information to identify the case:Debtor name **Hansaben Investments, LLC a California Limited Liability Company**United States Bankruptcy Court for the: **NORTHERN DISTRICT OF CALIFORNIA**

Case number _____

☐ Check if this is an amended filing**Official Form 207****Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy****04/22**

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income**1. Gross revenue from business**☐ None.**Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year****From the beginning of the fiscal year to filing date:**From **1/01/2022** to **05/19/2022****Sources of revenue**
Check all that apply☒ Operating a business☐ Other _____**Gross revenue**
(before deductions and exclusions)**\$453,755.95****For prior year:**From **1/01/2021** to **12/31/2021**☒ Operating a business☐ Other _____**\$1,512,186.94****For year before that:**From **1/01/2020** to **12/31/2020**☒ Operating a business☐ Other _____**\$1,276,611.96****2. Non-business revenue**

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☐ None.**Description of sources of revenue****Gross revenue from each source**
(before deductions and exclusions)**From the beginning of the fiscal year to filing date:**From **1/01/2022** to **Filing Date****\$0.00****Part 2: List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None.

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer <i>Check all that apply</i>
3.1. La Quinta Franchising 22 Sylvan Way Parsippany, NJ 07054		\$128,000.00	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other Franchise Fees
3.2. Meister Seelig & Fein LLP 125 Park Avenue 7th Floor New York, NY 10017	03/25/2022	\$20,553.19	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other ____
3.3. PG&E 1 Ecolab Place Saint Paul, MN 55102		\$17,117.22	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other ____
3.4. Dream Ride Elevator 4780 E 2nd Street Benicia, CA 94510		\$8,391.85	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Services <input type="checkbox"/> Other ____

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.1. AV Residence LLC 458 33rd Avenue San Francisco, CA 94121 Hitesh owns 50%, Bhavesh owns 25%, Reene owns 25%	06/15/2021 07/15/2021 09/22/2021 09/27/2021	\$37,914.00	Open loans between companies as explained in the Omnibus Declaration of Hansaben LLC. During the same period \$1500 was received by Hansaben LLC.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.2. Prithvi Investments LLC 458 33rd Avenue San Francisco, CA 94121 Bhavesh owns 50%, Reese owns 50%	05/13/2022 04/05/2022 02/08/2022 01/18/2022 01/11/2022 12/16/2021 11/24/2021 11/12/2021 10/08/2021 08/25/2021 07/13/2021 07/12/2021 07/02/2021 07/01/2021 06/17/2021 06/10/2021 06/08/2021 05/26/2021	\$182,743.00	Open loans between companies as explained in the Omnibus Declaration of Hansaben LLC. During the same period \$38,750 was received by Hansaben LLC.
4.3. Karma & Dharma Investments LLC 458 33rd Avenue San Francisco, CA 94121 Hitesh owns 9% and Bhavesh owns 9%	03/18/2022 03/15/2022 02/25/2022 01/18/2022 01/19/2021 07/13/2021 07/06/2021 06/30/2021 06/23/2021	\$417,332.93	Open loans between companies as explained in the Omnibus Declaration of Hansaben LLC. During the same period \$147,600 was received by Hansaben LLC.
4.4. Rudra Investments LLC 458 33rd Avenue San Francisco, CA 94121 Hitesh Patel owes 100%	04/05/2022 03/25/2022 02/02/2022 09/07/2021 08/31/2021 07/26/2021	\$67,370.00	Open loans between companies as explained in the Omnibus Declaration of Hansaben LLC. During the same period \$77,400 was received by Hansaben LLC.
4.5. Shrinika Investments LLC 458 33rd Avenue San Francisco, CA 94121 Hitesh Patel owns 19% and Bhavesh Patel owns 81%	04/11/2022 03/01/2022 01/31/2022	\$43,000.00	Open loans between companies as explained in the Omnibus Declaration of Hansaben LLC. During the same period \$64,900 was received by Hansaben LLC.
4.6. Viraaj Investments LLC 458 33rd Avenue San Francisco, CA 94121 Hitesh owns 50%, Bhavesh owns 25% Renee owns 25%	05/17/2022 05/10/2022 04/12/2022 03/10/2022 03/09/2022 03/08/2022 03/07/2022 02/10/2022 01/18/2022 11/29/2021 10/13/2021 10/08/2021 09/15/2021 09/13/2021 08/02/2021 07/08/2021 06/21/2021 06/08/2021	\$110,000.00	Open loans between companies as explained in the Omnibus Declaration of Hansaben LLC. During the same period \$541,700 was received by Hansaben LLC.

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's name and address	Describe of the Property	Date	Value of property
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6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
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Part 3: Legal Actions or Assignments**7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None.

Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.1. City of Fairfield vs. Hansaben Investments LLC FCS056138	Non-payment of Transient Occupancy	County of Solano Superior Court 580 Texas Street Fairfield, CA 94533	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None**Part 4: Certain Gifts and Charitable Contributions****9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000**☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
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Part 5: Certain Losses**10. All losses from fire, theft, or other casualty within 1 year before filing this case.**☒ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Dates of loss	Value of property lost
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Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☐ None.

	Who was paid or who received the transfer? Address	If not money, describe any property transferred	Dates	Total amount or value
11.1.	Felderstein Fitzgerald Willoughby Pascuzzi & Rios LLP 500 Capitol Mall Suite 2250 Sacramento, CA 95814		04/2022	\$60,000.00
	Email or website address www.ffwplaw.com			
	Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.
Do not include transfers already listed on this statement.

☒ None.

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
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13. Transfers not already listed on this statement

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☐ None.

	Who received transfer? Address	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1	New York Life Insurance Company 51 Madison Avenue New York, NY 10010	Payment for Hansaben Patel Life Insurance - Beneficiaries are Hitesh Patel & Bhavesh Patel	Various	\$382,295.00
	Relationship to debtor			

Part 7: Previous Locations**14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were

☒ Does not apply

Address	Dates of occupancy From-To
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Part 8: Health Care Bankruptcies**15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

- ☒ No. Go to Part 9.
- ☐ Yes. Fill in the information below.

Facility name and address

Nature of the business operation, including type of services the debtor provides

If debtor provides meals and housing, number of patients in debtor's care

Part 9: Personally Identifiable Information**16. Does the debtor collect and retain personally identifiable information of customers?**

- ☐ No.
- ☒ Yes. State the nature of the information collected and retained.

Name, address associated with credit card to make reservations withing the La Quinta franchisor's reservation system.

Does the debtor have a privacy policy about that information?

- ☐ No
- ☒ Yes

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

- ☒ No. Go to Part 10.
- ☐ Yes. Does the debtor serve as plan administrator?

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

- ☐ None

	Financial Institution name and Address	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1.	Wells Fargo Bank P O Box 6995 Portland, OR 97228-6995	XXXX-8504	<input type="checkbox"/> Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/> Money Market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other__	07/13/2021	\$0.00

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

- ☒ None

Depository institution name and address	Names of anyone with access to it Address	Description of the contents	Does debtor still have it?
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20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☐ None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
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Part 11: Property the Debtor Holds or Controls Debtor Does Not Own**21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☐ None**Part 12: Details About Environment Information**

For the purpose of Part 12, the following definitions apply:

Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No.
☐ Yes. Provide details below.

Case title Case number	Court or agency name and address	Nature of the case	Status of case
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23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?

- ☐ No.
☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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24. Has the debtor notified any governmental unit of any release of hazardous material?

- ☐ No.
☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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Part 13: Details About the Debtor's Business or Connections to Any Business**25. Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☐ None

Business name address**Describe the nature of the business****Employer Identification number**

Do not include Social Security number or ITIN.

Dates business existed**26. Books, records, and financial statements**

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None**Name and address****Date of service****From-To**26a.1. **Area Financial Services
82 N Main Street
Milpitas, CA 95035****01/01/2014 - current**

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None**Name and address****Date of service****From-To**26b.1. **Area Financial Services
82 N Main Street
Milpitas, CA 95035****01/01/2014 - current**

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None**Name and address****If any books of account and records are
unavailable, explain why**26c.1. **Hitesh Patel
458 33rd Avenue
San Francisco, CA 94121**

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☐ None**Name and address**26d.1. **Poppy Bank
438 First Street
Santa Rosa, CA 95401****27. Inventories**

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☐ No☒ Yes. Give the details about the two most recent inventories.**Name of the person who supervised the taking of the
inventory****Date of inventory****The dollar amount and basis (cost, market,
or other basis) of each inventory**27.1 **Sarfraz Ahmed****05/12/2022****22,200.00 based on estimated market
value****Name and address of the person who has possession of****Hitesh Patel
458 33rd Avenue
San Francisco, CA 94121**

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and nature of any interest	% of interest, if any
Hitesh Patel	458 33rd Avenue San Francisco, CA 94121	Manager	82
Bhavesh Patel	458 33rd Avenue San Francisco, CA 94121	Member	9
Reene Patel	458 33rd Avenue San Francisco, CA 94121	Member	9

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

- ☒ No
☐ Yes. Identify below.

30. **Payments, distributions, or withdrawals credited or given to insiders**

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- ☒ No
☐ Yes. Identify below.

Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
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31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- ☒ No
☐ Yes. Identify below.

Name of the parent corporation	Employer Identification number of the parent corporation
--------------------------------	--

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- ☒ No
☐ Yes. Identify below.

Name of the pension fund	Employer Identification number of the pension fund
--------------------------	--

Debtor **Hansaben Investments, LLC, a California Limited Liability Company**

Case number (if known)

Part 14: Signature and Declaration

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 25, 2022

/s/ Hitesh Patel

Signature of individual signing on behalf of the debtor

Hitesh Patel

Printed name

Position or relationship to debtor Manager of Hansaben Investments, LLC

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

☒ No

☐ Yes

UNITED STATES BANKRUPTCY COURT
DISTRICT OF California - Northern

In re Hansaben Investments, LLC, a
California Limited Liability Company

Case No. _____
Chapter 11

(Debtor(s))

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Hansaben Investments, LLC, a California Limited Liability in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation(s') equity interests, or states that there are no entities to report under FRBP 7007:

☒ None [check if applicable]

05/25/2022

Date

/s/ Thomas Willoughby

Statement of attorney or Litigant

United States Bankruptcy Court
Northern District of California

In re: Hansaben Investments, LLC, a California
Limited Liability Company

Case No.

Chapter 11

Debtor(s)

Verification of Creditor Matrix

The above-named Debtor(s) hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: 05/25/2022

/s/ Hitesh Patel

Signature of Individual signing on behalf of debtor

Manager of Hansaben Investments, LLC

Position or relationship to debtor

AMTRUST NORTH AMERICA INC
3400 Cumberland Boulevard
Atlanta, GA 30339

City of Fairfield
1000 Webster Street
Fairfield, CA 94533

Anaa Rosa Sanchez
316 Pittman Road
Fairfield, CA 94534

City of Fairfield c/o City Clerk Karen L. Ree
1000 Webster Street
Fairfield, CA 94533

Angel Flores
700 Travis Blvd
Fairfield, CA 94533

Claireess Wallace
633 Peridot Place
Fairfield, CA 94534

Area Financial Services
82 N Main Street
Milpitas, CA 95035

Comcast
9601 E Panarama Circle
Englewood, CO 80112

Armaan Investments LLC
458 33rd Avenue
San Francisco, CA 94121

Daisy Navarro
12 Circle Drive
Fairfield, CA 94533

Ashley Frazier
2999 North Texas Street
Apt 21
Fairfield, CA 94533

Dannys Pool Service & Repair
1751 Bruce Street
Anderson, CA 96007

AT&T Corporation
P.O. Box 62414
Baltimore, MD 21264-2414

David Yusuf
316 Pittman Road
Fairfield, CA 94534

AV Residence LLC
458 33rd Avenue
San Francisco, CA 94121

Dish Network Corp
3100 Interstate North Cir. SE Ste 500
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Dream Ride Elevator
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Employment Development Department
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Bankruptcy Section, MS A-340
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